



Delivery Order 47QFCA18F0012-P00002
Palantir Gotham Annual Support and Maintenance

in support of:

**Office of the Director of National Intelligence (ODNI),
National Counterterrorism Center (NCTC)**

Issued to:

**Palantir USG, Inc. under the General Services Administration (GSA) Schedule IT 70
Special Item Number 132-34**

The Contractor's Basic GSA Schedule contract is applicable to this Delivery Order

Issued by:

**General Services Administration
Federal Systems Integration and Management Center (FEDSIM)
1800 F Street, NW (QF0B)
Washington, D.C. 20405**

AWARD DATE: November 2, 2017

AMENDED: February 27, 2019

FEDSIM Project Number IO00900

SECTION 1 - SUPPLIES AND PRICES

1.1 ORDER TYPE

The contractor shall perform the effort required by this Delivery Order (DO) on a Firm-Fixed-Price (FFP) basis. The work shall be performed in accordance with all Sections of this DO and the offeror's General Services Administration (GSA) Multiple Award Schedule (MAS).

1.2 SERVICES AND PRICES

The following abbreviations are used in this price schedule:

CLIN	Contract Line Item Number
FFP	Firm-Fixed-Price
QTY	Quantity

1.2.1 BASE PERIOD:

MANDATORY TOOL CLIN

CLIN	Description - BRAND NAME SPECIFIC	Qty	Unit	Unit Cost	Total FFP
0001	Support and Maintenance for 1 Palantir Government License, per server core (Part Number PT-PG-100001)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

TOTAL BASE PERIOD CLINs:

(b) (4)

1.2.2 OPTION PERIOD 1:

MANDATORY TOOL CLIN

CLIN	Description - BRAND NAME SPECIFIC	Qty	Unit	Unit Cost	Total FFP
1001	Support and Maintenance for 1 Palantir Government License, per server core (Part Number PT-PG-100001)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

TOTAL FIRST OPTION PERIOD CLINs:

(b) (4)

SECTION 1 - SUPPLIES AND PRICES

1.2.3 OPTION PERIOD 2:

MANDATORY TOOL CLIN

CLIN	Description - BRAND NAME SPECIFIC	Qty	Unit	Unit Cost	Total FFP
2001	Support and Maintenance for 1 Palantir Government License, per server core (Part Number PT-PG-100001)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

TOTAL SECOND OPTION PERIOD CLINs:

(b) (4)

1.2.4 OPTION PERIOD 3:

MANDATORY TOOL CLIN

CLIN	Description - BRAND NAME SPECIFIC	Qty	Unit	Unit Cost	Total FFP
3001	Support and Maintenance for 1 Palantir Government License, per server core (Part Number PT-PG-100001)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

TOTAL THIRD OPTION PERIOD CLINs:

(b) (4)

1.2.5 OPTION PERIOD 4:

MANDATORY TOOL CLIN

CLIN	Description - BRAND NAME SPECIFIC	Qty	Unit	Unit Cost	Total FFP
4001	Support and Maintenance for 1 Palantir Government License, per server core (Part Number PT-PG-100001)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

TOTAL FOURTH OPTION PERIOD CLINs:

(b) (4)

GRAND TOTAL ALL CLINs:

\$27,074,941.44

SECTION 2 – DESCRIPTION / SPECIFICATIONS

2.1 BACKGROUND

The Office of the Director of National Intelligence (ODNI), National Counterterrorism Center (NCTC), requires support and maintenance for Palantir software currently in use. NCTC procured the software in September of 2013 and has renewed the support and maintenance annually. Only the original equipment manufacturer (OEM) can provide the required support and maintenance.

2.1.1 PURPOSE

This DO is issued under a brand name exception for continuation of software support and maintenance.

2.1.2 AGENCY MISSION

NCTC leads and integrates the national counterterrorism (CT) effort by fusing foreign and domestic CT information, providing terrorism analysis, sharing information with partners across the CT enterprise, and driving whole-of-government action to secure our national CT objectives. It is the center of gravity and leading voice that unifies counterterrorism intelligence for the homeland and abroad, with a record of sustained excellence across all mission areas.

2.2 SCOPE

The scope of this DO is to provide continued product support and maintenance for the existing Palantir software in use at NCTC.

2.3 CURRENT INFORMATION TECHNOLOGY (IT)/NETWORK ENVIRONMENT

NCTC currently utilize the Palantir Gotham software. A need for continued product maintenance and updates requires procurement of this specific maintenance.

2.4 PROVIDE BILL OF MATERIALS

The contractor shall provide the support and maintenance in Section 1.2.

SECTION 3 - PACKAGING AND MARKING

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SECTION 4 - INSPECTION AND ACCEPTANCE

4.1 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of deliverables under this DO will be performed by NCTC TPOC and support staff. The place of inspection will be provided at award

4.2 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy, and conformance to DO requirements by the FEDSIM COR and NCTC TPOC. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the DO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

4.3 BASIS OF ACCEPTANCE

The basis for acceptance shall be compliance with the requirements set forth in the DO, the contractor's quote and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

4.4 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The FEDSIM Contracting Officer (CO) or COR will provide written notification of acceptance or rejection of all final deliverables within 15 work days (unless specified otherwise in Section 5 – Deliverables or Performance). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

4.5 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within 10 workdays of the rejection notice. If the deficiencies cannot be corrected within 10 workdays, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within 10 workdays.

If the contractor does not provide products that conform to the requirements of this DO, the Government will not pay the fixed price associated with the non-conforming products or services.

SECTION 5 - DELIVERABLES OR PERFORMANCE

5.1 PERIOD OF PERFORMANCE

The period of performance for this DO is an 11-month base period and four, one-year options.

5.2 PLACE OF PERFORMANCE

Place of performance is the offeror's facility. Products will be delivered to NCTC. Maintenance on the software products shall be delivered no later than 10 days from award.

No long-distance travel is anticipated to be required in support of this effort.

Agency contact information to be provided upon award.

5.3 DELIVERY ORDER SCHEDULE AND MILESTONE DATES

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under this TO.

The following abbreviations are used in this schedule:

DEL: Deliverable

IAW: In Accordance With

NLT: No Later Than

DOA: Delivery Order Award

All references to Days: Government Workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

Data Rights Clause* - Abbreviations in this column of the table below shall be interpreted as follows:

UR: Unlimited Rights, per FAR 27.404-1(a) and 52.227-14

RS: Restricted Software, per FAR 27.404-2 and 52.227-14

LD: Limited Rights Data, per FAR 27.404-2 and 52.227-14

SW: Special Works, per FAR 27.405-1 and 52.227-17

For software or documents that may be either proprietary COTS or custom, RS/LD rights apply to proprietary COTS software or documents and UR rights apply to custom software or documents. The Government asserts UR rights to open source COTS software. Any collateral agreements (within the meaning of FAR 52.227-14) proposed for data, regardless of the type of rights offered, shall be subject to the requirements of TOR Section 7.N.1 and 7.N.2. For purposes of the foregoing, the terms "collateral agreement," "Supplier Agreement," and "Commercial Supplier Agreement" have the same meaning.

The contractor may request and the Government may grant different or more restrictive rights, such as SW rights, than are depicted in the following table. The Government does not assert any rights to management software tools if the contractor does not plan to charge the Government directly for that tool and does not propose that the Government will own or use that tool.

The contractor shall deliver the deliverables listed in the following table on the dates specified:

SECTION 5 - DELIVERABLES OR PERFORMANCE

DEL. #	RFQ REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS*
Copy of DO (initial award and all modifications)	5.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT	Within 10 work days of DOA	UR

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this TO. The Government reserves the right to treat non-conforming markings in accordance with subparagraphs (e) and (f) of the FAR clause at 52.227-14.

5.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The contractor agrees to submit, within ten workdays from the date of the FEDSIM CO's execution of the initial DO, or any modification to the DO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 United States Code (U.S.C.) § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

5.5 PLACE(S) OF DELIVERY

All deliverables will be made directly to the client Agency. Agency contact information will be provided at award.

Proof of delivery shall be emailed to the FEDSIM COR at abigail.fiske@gsa.gov

Proof of delivery shall also be emailed to the NCTC TPOC. The NCTC TPOC contact information will be provided at award.

SECTION 6 - CONTRACT ADMINISTRATION DATA

6.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The FEDSIM CO appointed a FEDSIM COR in writing through a COR Appointment Letter (Section 9 – List of Attachments, Attachment A). The FEDSIM COR will receive, for the Government, all work called for by the DO and will represent the FEDSIM CO in the technical phases of the work. The FEDSIM COR will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the DO. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the Contract or the DO.

6.1.1 CONTRACT ADMINISTRATION

Contracting Officer:

Bryan Keith
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (703) 605-9283
Email: bryan.keith@gsa.gov

Contracting Officer's Representative:

Abigail Fiske
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 603-5123
Email: abigail.fiske@gsa.gov

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SECTION 6 - CONTRACT ADMINISTRATION DATA

6.2 INVOICE SUBMISSION

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice.

SECTION 6 - CONTRACT ADMINISTRATION DATA

Delivery Order Number: *(from GSA Form 300, Block 2)*

Paying Number: *(ACT/DAC NO.) (From GSA Form 300, Block 4)*

FEDSIM Project Number: *2017095IO*

Project Title: *Palantir Gotham Annual Support and Maintenance Delivery Order*

The contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment.

The contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category.

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM's electronic Assisted Services Shared Information SysTem (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into TOS in the ASSIST Portal. Summary charges on invoices shall match the charges listed in TOS for all CLINs. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Log in using your assigned ID and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the *Create New Invoice* button. The AASBS Help Desk should be contacted for support at 877-472-4877 (toll free) or by email at AASBS.helpdesk@gsa.gov. By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. However, the FEDSIM COR may require the contractor to submit a written "hardcopy" invoice with the client's certification prior to invoice payment. A paper copy of the invoice is required for a credit.

6.3 INVOICE REQUIREMENTS

The final invoice is desired to be submitted within six months of project completion. Upon project completion, the contractor shall provide a final invoice status update monthly.

Regardless of contract type, the contractor shall report the following:

- a. Delivery Order Award Number (NOT the Solicitation Number)
- b. Contractor Invoice Number
- c. Contractor Name
- d. Point of Contact Information
- e. Current period of performance
- f. Amount of invoice that was subcontracted

6.3.1 FIRM-FIXED-PRICE (FFP) CLINs

The contractor may invoice as stated in Section 1 – Supplies or Services and Prices for the FFP CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All prices shall be reported by CLIN element (as shown in Section 1 – Supplies or Services and Prices) and shall be provided for the current invoice and in total from project inception to date.

SECTION 6 - CONTRACT ADMINISTRATION DATA

The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. FFP period of performance – as stated in Section 1 – Supplies or Services and Prices)
- b. Total Amount Paid (Lump Sum) by CLIN

SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

7.1 SECTION 508 COMPLIANCE REQUIREMENTS

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services provided shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 U.S.C. 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services provided, identify the technical standards applicable to all products and services proposed, and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award.

7.2 COMMERCIAL SUPPLIER AGREEMENTS

7.2.1 The Government understands that commercial software tools that may be purchased in furtherance of this DO as described in Section 2 (included with final RFQ) may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Supplier Agreements"). For purposes of this TO, the Supplier Agreements are "collateral agreements" within the meaning of the FAR clause at 52.227-14.

7.2.2 The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of this TO. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or expiration of this TO; (b) access and use by employees of other Federal, state and local law enforcement agencies; (c) transfer to a different data center and/or a successor contractor's cloud; and (d) the creation of derivative works that shall be subject to at least the same rights as set forth in subparagraphs (a) through (c) above. The above rights constitute "other rights and limitations" as contemplated in subparagraph (d) of the FAR clause at 52.227-14, Rights In Data – General (May 2014), Alternate III (Dec 2007).

7.3 NEWS RELEASE

The contractor shall not make any news release pertaining to this procurement without prior Government approval and only in coordination with the FEDSIM CO.

SECTION 8 - CONTRACT CLAUSES

8.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This DO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make their full text available. Also, the full text of a provision may be accessed electronically at the FAR website:

<http://www.acquisition.gov/far/>

FAR Clause	Clause Title	Date
52.232-18	Availability of Funds	(Apr 1984)
52.227-14	Rights In Data – General	(Dec 2007)
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	OCT 2015

8.1.1 FAR CLAUSES INCORPORATED BY FULL TEXT

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 40 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

8.2 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES INCORPORATED BY REFERENCE

The full text of a provision may be accessed electronically at the GSAM website:

<https://www.acquisition.gov/gsam/gsam.html>

GSAM Clause	Clause Title	Date
552.203-71	Restriction on Advertising	(Sep 1999)
552.212-4	Contract Terms and Conditions – Commercial Items Alternate II (FAR Deviation)	(July 2015)
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items	(Jul 2003)

SECTION 8 - CONTRACT CLAUSES

GSAM Clause	Clause Title	Date
552.212-72	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items	(Sep 2003)
552.232.25	Prompt Payment	(Nov 2009)
552.232-39	Unenforceability of Unauthorized Obligations (FAR Deviation)	(July 2015)

552.232-78 Commercial Supplier Agreements - Unenforceable Clauses ([July 2015])

(a) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability.* This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders not using FAR Part 12).

(ii) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance.* If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in 52.233-1 Disputes.

SECTION 8 - CONTRACT CLAUSES

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement,

(A) binding arbitration shall not be used unless specifically authorized by agency guidance, and

(B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Additional terms.

(A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc). Such terms shall be enforceable only to the extent that:

(1) When included by reference using electronic means, the terms are readily available at referenced locations; and

(2) Terms do not materially change government obligations; and

(3) Terms do not increase government prices; and

(4) Terms do not decrease overall level of service; and

(5) Terms do not limit any other Government right addressed elsewhere in this contract.

(B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government.

(vii) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term}, such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

(viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 52.233-1; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting

SECTION 8 - CONTRACT CLAUSES

Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at 52.232-23, Assignment of Claims.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any provision of this agreement conflicts or is inconsistent with the preceding subparagraph (a)(1), the provisions of subparagraph (a)(1) shall prevail to the extent of such inconsistency.)

End of Clause

9.1 LIST OF ATTACHMENTS

The following attachments are attached, either in full text or electronically.

ATTACHMENT	TITLE
A	COR Appointment Letter

**General Services Administration
Federal Systems Integration and Management Center**

**LIMITED SOURCES JUSTIFICATION
DESCRIPTION OF ACTION – BRAND NAME JUSTIFICATION
SOLICITATION # GSC-QF0B-17-33168
DELIVERY ORDER: TBD**

The General Services Administration (GSA) makes this Limited Sources Justification (LSJ) for orders pursuant to Federal Acquisition Regulation (FAR) 8.405-6.

i.) Identification of Agency and Contracting Activity:

Client Agency:

General Services Administration (GSA)
Federal Systems Integration and Management Center (FEDSIM)
Acting in support of: National Counterterrorism Center (NCTC)

Contracting Activity:

GSA FEDSIM Contracting Office
1800 F Street, NW (QF0B)
Washington, D.C. 20405

ii.) Nature and/or Description of Action Being Approved:

This Limited Sources Justification (LSJ) is prepared for the solicitation and award of a delivery order for software license maintenance support on behalf of NCTC. This procurement is for the purchase of brand name annual license support and maintenance of existing Palantir Gotham licenses.

This procurement will result in a Firm-Fixed-Price (FFP) delivery order placed under GSA Multiple Award Schedule (MAS) IT Schedule 70 Special Item Number (SIN) 132-34 (Software Maintenance as a Service) for brand name software license maintenance associated with the previously purchased Palantir software.

The period of performance for this delivery order will be a total of five years, consisting of one base year and four one-year option periods.

The total estimated value for the requirements of this procurement for Software Maintenance as a Service is shown below.

	Period of Performance	Estimated Cost
Base Year	30 October 2017 – 29 October 2018	(b) (4)
Option Year 1	30 October 2018 – 29 October 2019	(b) (4)
Option Year 2	30 October 2019 – 29 October 2020	(b) (4)
Option Year 3	30 October 2020 – 29 October 2021	(b) (4)
Option Year 4	30 October 2021 – 29 October 2022	(b) (4)
ESTIMATED TOTAL		\$28,462,893

iii.) A Complete Description of Supplies/Services Required to Meet Agency's Need:

NCTC leads and integrates the national counterterrorism (CT) effort by fusing foreign and domestic CT information, providing terrorism analysis, sharing information with partners across the CT enterprise, and driving whole-of-government action to secure our national CT objectives. It is the center of gravity and leading voice that unifies counterterrorism intelligence for the homeland and abroad, with a record of sustained excellence across all mission areas. The Palantir Gotham software platform suite is currently in use in support of NCTC mission activities.

Palantir Technologies, Inc.

The Palantir Gotham platform comprises a suite of capabilities for integrating many different data sources for secure, collaborative analysis. The platform serves as an enterprise knowledgebase, containing the full record of an organization's collective analysis. An annual support and maintenance renewal is required for continued use of the platform.

The offeror shall provide maintenance for Palantir software products on a brand-name basis.

This Palantir Gotham maintenance will allow NCTC to receive software support and maintenance from Palantir. It also allows NCTC to receive software patches, release upgrades, and the ability to get debugging and configuration help from the Palantir helpdesk to resolve production issues. Software maintenance is required on all software supporting NCTC applications to receive maintenance support for the software patches and upgrades. Without maintenance, any failure would remain unresolved and result in a server outage. Due to proprietary reasons, only Palantir can provide continued maintenance for the installed applications.

iv.) The Authority and Supporting Rationale:

This acquisition is being conducted under the authority of the Multiple Award Schedule (MAS) Program. Consideration and fair opportunity of schedule

contractors will be restricted in accordance with:

- a. FAR 8.405-6 (b)(1) - the particular brand name is essential to the Government's requirements, and market research indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs.

The following is a justification for the brand names required:

The tool described above has been previously purchased and fielded and the new delivery order resulting from this acquisition will provide the necessary annual support and maintenance to allow for continued use of this previously acquired product.

NCTC already has an existing substantial investment in Palantir Gotham software, and any change in the product would require the replacement of the entire suite (installed base). The procurement of new base licenses would be substantially more costly to the Government than the renewal of the annual support and maintenance. The deployment/purchase of a new suite of software products would likely increase the cost of this acquisition by roughly 500 percent and would require man hours for deployment and implementation.

This estimation is based on the comparison of the total estimated purchase price for new Palantir Gotham software licenses (using current GSA IT Schedule 70 pricing taken from Palantir's published GSA MAS Price List) to the Independent Government Cost Estimate (IGCE) for annual support and maintenance. The present unit cost for the subject licenses, as reflected in the Palantir's GSA MAS Contract # GS-35F-0086U is \$141,015 per license; a total quantity of 192 new licenses would be required to match NCTC's current Palantir Gotham license base, which when multiplied by the cost per unit equals a total estimated cost of \$27,074,880. This amount constitutes 5 times the estimated cost of the base year alone for renewed support and maintenance of the Palantir licenses that are presently in use within the NCTC environment. The exorbitant costs associated with the purchase of new licenses, when considering the alternative, is therefore clearly not in the best interests of the Government from the standpoint of economy or efficiency. Furthermore, there are no other GSA IT Schedule 70 vendors (i.e. authorized resellers) who offer the necessary Palantir support and maintenance SKU's under their respective GSA Schedule Contracts. Palantir, as the OEM, is the sole provider of support and maintenance for its software products.

v.) **Determination by the Ordering Activity Contracting Officer that the Order Represents the Best Value Consistent with FAR 8.404(d):**

In accordance with FAR 8.404(d), "Supplies offered on the schedule are listed at fixed prices. Services offered on the schedule are priced either at hourly rates, or at a fixed price for performance of a specific task (e.g., installation, maintenance, and repair). GSA has already determined the prices of supplies and fixed-price

services, and rates for services offered at hourly rates, under schedule contracts to be fair and reasonable. Therefore, ordering activities are not required to make a separate determination of fair and reasonable pricing, except for a price evaluation as required by [8.405-2](#).”All required Palantir software maintenance is available through GSA IT Schedule 70. By placing an order under GSA Schedules using the procedures in FAR 8.405, the ordering activity has concluded that the order represents the best value (as defined in FAR 2.101) and will result in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government’s needs.

In order to further ensure that the Government is receiving the best value through the anticipated delivery order, FEDSIM Contracting will actively seek additional price discounts in accordance with FAR 8.405-4.

vi.) **Description of the Market Research Conducted Among Schedule Holders and the Results of the Research:**

The FEDSIM Project Manager performed market research in September 2017, including review of available GWACs, GSA Schedules and open market, and reviewed available client information associated with this requirement. Only the Original Equipment Manufacturer (OEM) offers the required support and maintenance. There are no resellers of the required product.

vii.) **Any Other Facts Supporting the Justification:**

None

viii.) **Statement of the Actions the Agency May Take to Remove or Overcome any Barriers that Led to the Restricted Consideration Before Any Subsequent Acquisition for the Supplies or Services is Made:**

While the listed product provides necessary support to NCTC, all available sources will continue to be reviewed in order to ensure that requirements for future competitive acquisitions will be addressed according to agency and FEDSIM directives and acquisition guidelines.

ix.) **Contracting Officer Certification that the Justification is Accurate and Complete to the Best of the Contracting Officer’s Knowledge and Belief:**

I hereby certify that this justification is accurate and complete to the best of my knowledge, and determine on the basis of the findings above that the limited

sources approach is in accordance with the requirements and is in the best interest of the Government.

Brendan McDonough
Contracting Officer
FEDSIM Acquisition, Civilian Sector

x.) **Evidence that any Supporting Data that is the Responsibility of Technical or Requirements Personnel and Which Form a Basis for the Justification Have Been Certified as Complete and Accurate by the Technical and Requirements Personnel (If Any):**

Supporting data provided by technical or requirements personnel has been certified as complete and accurate as demonstrated by acceptance of the IGCE which documents the product to be procured, the OEM product number, and the quantity to be procured.

xi.) **Written Determination by Approving Officials Identifying the Circumstance that Applies**

I hereby certify that this justification is accurate and complete to the best of my knowledge, and determine on the basis of the findings above that the LSJ for a particular brand name is in accordance with the requirements and FAR 8.405-6(b)(1) is in accordance with the requirements and is in the best interest of the Government.

Tom Howder
Head of Contracting Activity

Date



LETTER OF APPOINTMENT

MEMORANDUM FOR ABIGAIL D. FISKE, FEDSIM PM

Subject: Appointment as Contracting Officer's Representative

You are hereby appointed as the Contracting Officer's Representative (COR). This appointment is from the award date through the life of the Contract, to include close out, unless rescinded or transferred. As the COR, your primary duty is to monitor the Contractor's performance to ensure that all of the technical requirements under the contract are met by the delivery date or within the period of performance, and at the price or within the ceiling stipulated in the contract.

In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the Contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not re-delegable; therefore, you must advise the Contracting Officer or the Contract Specialist immediately when you are unable to perform these duties.

Your duties and limitations, as applicable to the contract you will be monitoring, are as follows:

MONITORING AND EVALUATING PERFORMANCE

Ensure that the Contractor complies with all of the requirements of the statement of work, specifications, or performance work statement. When requested by the Contractor, provide technical assistance within the scope of the contract (e.g., interpreting specifications, statement of work, performance work statement, etc.). When a difference of opinion between you and the Contractor occurs, notify the Contracting Officer and/or the Contract Specialist immediately for resolution.

If the contract requires Key Personnel, the COR shall ensure that the personnel being used by the Contractor meet the requirements of the position. Review and approve travel and other direct cost (ODC) prior to the Contractor incurring those expenses. Any decrease in or lack of performance shall be brought to the attention of the Contracting Officer and/or Contract Specialist.

If applicable and in accordance with FAR 42.302, the COR shall monitor contractor compliance with specifications or other contractual requirements requiring the delivery or use of environmentally preferable products, energy-efficient products, products containing recovered materials, and bio-based products.

In accordance in Federal Acquisition Circular (FAC) 2005-34 and OMB Memorandum "Improving the Use of Contractor Performance Information" on July 29, 2009, CORs are responsible for entering past performance into the Past Performance Information Retrieval System (PPIRS) annually.

MONITORING COSTS

Review and evaluate the Contractor's progress in relation to the expenditures. When the costs expended by the Contractor are not commensurate with the Contractor's progress, request a meeting with the Contractor and client in an attempt to resolve. If a resolution cannot be found, bring this to the attention of the Contracting Officer and/or Contract Specialist for immediate action.

Review and approve invoices using the rates and other fees established in the contract. Review the Contractor's invoices/vouchers for reasonableness and applicability to the contract and recommend approval or rejection for payment.

CHANGES TO THE CONTRACT

You cannot authorize the Contractor to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the contract. Should a change (monetary or otherwise) to the contract become necessary, it must be made by a contract modification issued by the Contracting Officer. When in doubt, contact the Contracting Officer and/or Contract Specialist.

Any contract change requested by the Contractor must be put in writing by the Contractor to the Contracting Officer for action. If, however, you become aware of an impending change, you should immediately advise the Contracting Officer or Contract Specialist. When the proposed change is received by the Contracting Officer, you will be required to provide the Contracting Officer with a written analysis and rationale for the change and to evaluate any costs associated with the change.

You must also recognize and report to the Contracting Officer any Government-required changes to the contract (e.g., items or work no longer required, changes in the specifications, etc.).

INSPECTION OF CONTRACT ITEMS

Perform, in accordance with the terms of the contract, inspection, acceptance, or rejection of the services or deliverables under the contract. The COR must prepare, in writing, a written acceptance or rejection, provide it to the Contractor, and store a copy on the FEDSIM common drive. Immediately notify the Contracting Officer of all rejections and the reason for the action.

Review progress reports from the Contractor and advise the Contracting Officer of any Contractor problems or action required to be taken by the Government.

STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

To avoid improper business practices and personal conflicts of interest and to deal with their apparent or actual occurrences, the COR shall sign any applicable non-disclosure forms. The COR shall also immediately report any potential conflict of interest to their supervisor.

CONTRACT FILE CONTENT AND MAINTENANCE

Establish and maintain an organized contract administration file to record all Contractor and Government actions pertaining to the contract. The file must also include a copy of the COR Letter of Appointment and other documents describing the COR duties; a copy of the contract administration functions delegated to the contract administration office, which may not be delegated to the COR; and documentation of COR actions taken in accordance with the delegation of authority. The files should be organized and saved on the FEDSIM common drive.

CONTRACT CLOSEOUT

Within 30 days after the Contractor has met all terms and conditions of the contract, you must evaluate the Contractor's performance using the information contained in General Services Administration Regulation (GSAR) 542.1503-71 (sample format attached).

Please acknowledge receipt and acceptance of this appointment by signing below. Please direct any questions you may have on this delegation to the Contracting Officer or Contract Specialist.

I understand and accept my assignment as the Contracting Officer's Representative (COR)

X Abigail D. Fiske

Abigail D. Fiske

Signed by: General Services Administration

GSAR 542.15 – Contractor Performance Information

542.1503-71 – Information to collect.

Note: This checklist follows the standard format of GSAM 542.1542.15 and content requirements of GSAM 542.15. The checklist may be tailored for the specific contract type. Any “NO” responses noted below shall be accompanied with a statement explaining the observation(s). For each observation(s) provide a recommendation to correct the non-compliance. Observations identify areas of non-compliance and do require response (and action plans, if applicable). Positive observations may be general or specific and may be suitable for replication across the agency as good practices.

Contractor Performance Information

Timeliness of delivery or performance	Yes	No	NA
(1) Adherence to contract delivery schedules.			
(2) Resolution of delays.			
(3) Number of “show cause” letters and “cure notices” issued.			
(4) Number of delinquent deliveries.			
(5) Number of contract extensions resulting from contractor-caused delays.			
(6) Timely submission or performance or required tests.			
(7) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Conformance of product or service to contract requirements	Yes	No	NA
(1) Quality of workmanship.			
(2) Reliability.			
(3) Adequacy of correction of defects.			
(4) Number of safety defects.			
(5) Number of product rejections.			
(6) Results of laboratory tests.			
(7) Number and extent of warranty problems.			
(8) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

GSAR 542.15 – Contractor Performance Information

542.1503-71 – Information to collect.

Customer comments	Num	Qty	NA
(1) Number and quality of positive comments.			
(2) Number and nature of complaints.			
(3) Adequacy of resolving customer complaints.			
(4) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Terminations for default	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

On-the-job safety performance record, including the number of lost or restricted workdays due to occupational injuries in comparison to the national average	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Adequacy of contractor's quality assurance system	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Compliance with other key contract provisions	Yes	No	NA
(1) Subcontracting program			
(2) Labor standards			
(3) Safety standards.			
(4) Reporting requirements			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

GSAR 542.15 – Contractor Performance Information

542.1503-71 – Information to collect.

Exhibiting customer-oriented behavior	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Other performance elements identified	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			